



Embassy of the United States of America

Lima, Peru

Monday, December 14, 2020

To: Prospective Offeror:

Subject: RFQ for 19PE5021Q0010 – One-year cleaning service for INL Log facilities at Grupo 8.

The American Embassy in Lima Peru, has a requirement for a contractor to one year cleaning service INL Log facilities at Grupo 8. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-1449
2. Statement of work
3. FAR & DOSAR Clauses
4. Evaluation factors

The Embassy plans to award a purchase order submitting an acceptable offer at the lowest price. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Any questions about this solicitation shall be addressed to delsolarne@state.gov only in writing until Friday, December 18, 2020 at 10:00 am. (local time and date)

Site visit will be conducted on Monday, December 21, 2020 at 11:00 am at INL Warehouse located in Av. Elmer Faucett cdra. 40S/N, Base FAP – Callao. Please submit the names and DNI or passport numbers of people attending the visit to Maria Eugenia del Solar at delsolarne@state.gov no later than Thursday December 17, 2020 at 3:00 pm, in order to coordinate the access to the project locations.

Please read the RFQ carefully, and if you are interested, submit your quotation, by returning the completed SF-1449 (blocks 23, 24, 30a, 30b, 30c) and proposal to delsolarne@state.gov no later than Monday, December 28, 2020 at 11:00 am (local time and date). Oral quotations will not be accepted.

Sincerely,

Paul Kopecki
Contracting Officer

Enclosure; As stated

STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

| ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|----------|---|-----------------|-------------|-------------------|---------------|
| 1 | Daily janitorial services for INL Logistics facilities in accordance to attached SOW. Contract will last from January 4, 2021 to December 31, 2021. Service include one worker for daily cleaning + one supervisor for monthly visit. Also included biannual cleaning of external high walls and deep carpet cleaning + quarterly external high windows. | 1 | service | | |
| 1 | Cleaning materials and equipment in accordance to attached list. Materials will be distributed from January 4, 2021 to December 31, 2021 | 1 | each | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | | | |
|---|---------------------|---------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NO. | 40. PAID BY | | |
| 41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY (Print) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 42b. RECEIVED AT (Location) | | |
| | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS |

STANDARD FORM 1449 (REV. 2/2012) BACK

SECTION 2 – STATEMENT OF WORK (SOW)

CLEANING OF LOGISTICS OFFICES AND WAREHOUSE

1.0 GENERAL REQUIREMENTS

The contractor shall perform janitorial work, including furnishing all labor, material, equipment and services for 1 year. The price shall include all labor, materials, overhead, profit and applicable taxes. The Government will pay the Contractor the fixed price per month for standard services. We need that the contractor is committed to ensuring the cleanliness of the facilities as best as possible.

- 1.1 Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis. The cleaning schedule routine will meet the requestor's requirements in point 7.0.
- 1.2 The Contractor shall provide all equipment, cleaning material, personnel, and supervision to complete this service according to the requirements outlined in the Statement of Work. A monthly visit of the supervisor is the minimum required.
- 1.3 The service should be executed in a diligent manner in accordance with the negotiated firm fixed price. The service period should be of 12 months.
- 1.4 The Contractor shall perform all work during the regular business hours, Monday to Friday from 07:00 am to 5:00 pm. Work performed outside these hours must be approved in advance by the Contracting Officer or his/her Representative.
- 1.5 The employee assigned to our facilities will provide an exclusive job/service to this location, and according to our work schedule. The employee should be one of the contractor's best workers, shall have years of experience, must be trustworthy and have the necessary initiative to act proactively without having to give him/her instructions at every moment. Need to be stronger and healthy enough to work without help unless it is really necessary.
- 1.6 If any of the Contractor performed services do not conform to the contract requirements, the Contracting Officer will require the Contractor to perform the services again until the end of services meets the requirement of the contract.
- 1.7 The Contractor will be responsible to keep in a safe place his/her materials and equipment left on site overnight, on weekends, or on holidays.
- 1.8 Contractors interested in bidding on this Service are strongly encouraged to attend the site visit to examine the elements required by this Statement of Work. There will only be one opportunity to visit the site. Questions and answers will be sent by e-mail to all the bidders after the site visit. No question will be answered during the visit.
- 1.9 The cleaning personnel should have a currently labor security certificate that protects him/her against work accidents. Security certificate must be sent monthly.
- 1.10 The contractor must ensure the delivery of the cleaning materials* at the end of each previous month to avoid delays. No partial delivery of materials will be accepted. *Cleaning materials include the deodorizer refill at least twice a month, it has to last for the whole month.
- 1.11 The cleaning personnel must wear an appropriate and complete uniform that identifies him/her as a contractor's employee.
- 1.12 The supervisor shall train the employee with the latest cleaning and security regulations according to his/her duties and responsibilities.

2.0 CLEANING REQUIREMENTS SHALL CONSIST OF:

- 2.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. When completed, the floor shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- 2.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.
- 2.3 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. Any chairs, trash receptacles, and/or easily moveable items should move to clean underneath, and then should return to their original position.
- 2.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall provide and install deodorizer and bactericide devices on each toilet and urinary. The Contractor shall refill paper towels, toilet paper, deodorizers, foam soap, and air fresheners in all bathrooms. The Contractor shall check those areas used by personnel visiting all the areas several times daily to ensure that the facilities are always clean and neat. For this purpose, the contractor must provide his/her collaborator with a control sheet where he/she can check every time he/she enters to clean the bathrooms.
- 2.5 Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located. The Contractor shall replace all plastic bags of the trashcans.
- 2.6 Removing any grease marks or fingerprints from internal and external walls; interior and exterior building doors, door frames; radiators, windows and window frames, glass desk protectors, reception booths and partitions.
- 2.7 Replacing water bottles and dispensers. The Contractor is responsible for replacement of all empty water bottles on and as needed basis. The contractor shall take filled-up water bottles from the designated storage area and transport the plastic containers to the water coolers and or dispensers. Proper sanitary handling measures shall be taken when removing and replacing the new water bottle.
- 2.8 Polishing all brass surfaces including door and window handles, plaques.
- 2.9 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.
- 2.10 Spot cleaning of all interior walls and baseboards.
- 2.11 Shampooing (small area spot clean; as needed) carpets.
- 2.12 Dusting window-sills, window-frame and blinds.
- 2.13 Cleaning major appliances inside and out including vacuuming dust from around motor areas.
- 2.14 Cleaning of six (06) official vehicles once a week.

- 2.15 Biannual deep carpet cleaning. This service shall be previously coordinated with the client and shall be done on weekends, accompanied by the cleaning employee assigned by the contractor to this location.
- 2.16 Quarterly external high windows cleaning. This service shall be previously coordinated with the client and shall be done on weekends, accompanied by the cleaning employee assigned by the contractor to this location. The contractor shall provide the security equipment and accessories.
- 2.17 Biannual cleaning of external high walls. This service shall be previously coordinated with the client and rather be done on weekends, accompanied by the cleaning employee assigned by the contractor to this location.

3.0 MATERIALS AND EQUIPMENT

The contractor shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, etc. to perform the work identified in this contract. A detailed list of cleaning materials required is attached provided.

The contractor will be provided (on loan) only of an industrial vacuum cleaner brand Hyla, 220volts for his employee to do the job on site, that will be responsible during the contract.

High quality and long-lasting products and of well-known brands are required. Cheap or low quality products will not be accepted.

4.0 LOCATION

- 4.1 Work will take place inside the FAP Base-Callao at the INL Logistics facilities - Av. Elmer Faucett Block. 40, Callao.

5.0 AREAS FOR JANITORIAL SERVICES

All standard services are to be delivered on regular working days.

| Location | Est. Area / Units |
|--|--------------------------|
| -Offices – 2nd floor (each office, windows, furniture, bathrooms, dining room, hallways, conference room). | 300 Sq. Mts. |
| -Common areas – 1st floor (bathrooms, patio) | 1000 Sq. Mts. |
| -Warehouse – 1st floor (office, patio, dining room and bathroom) | 525 Sq. Mts. |
| -Warehouse – 2nd floor (shelves area, stairs, computing office) | 300 Sq. Mts. |
| -Maintenance shop – 1 st floor (shelves, windows, furniture, floor and appliances) | 10 Sq. Mts. |
| -Guard shack – 1 st floor (windows, floor, furniture) | 3 Sq. Mts. |
| -Parking lots – external area (pick up leaves, clean sidewalks and 2 benches) | 300 Mts. |
| -Parking lots – official vehicles | Six cars per week |

6.0 PROPOSAL AND TERMS OF PAYMENT

- 6.1 The Contractor shall provide a firm fixed-price proposal to the Contracting Officer covering all Services of this project. Failure on the part of the Contractor to understand the full scope

of this service or omissions in their proposal will not constitute grounds for additional payments or contract changes.

- 6.2 Prepayment for services will not be authorized. If it is determined that the amount billed is incorrect, the invoice will be returned to the Contractor for correction. The Prompt Payment Act only applies once a proper invoice has been received and accepted by the Contracting Officer.
- 6.3 All bids will be submitted with detailed description of work to be performed.
- 6.4 Net payments based on 30 days.

7.0 CLEANING SCHEDULE (proposed)

| HOURL | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|---|--|---|--|---|--|
| 07:00/07:40am | 1st floor: Cleaning of bathrooms (toilets, urinaries, sinks, marble and floors). Collect garbage. | | | | |
| 07:41/09:00am | 2nd floor: Cleaning of furniture and equipment, vacuum offices, clean and sweep common areas and passageways. Collect garbage. | | | | |
| 09:01/09:30am | 2nd. floor: Cleaning of kitchen appliances/equipment. Collect garbage. | | | | |
| 09:31/10:15am | Cleaning of rails, stairs, footbath, doormats and doors. | | | | |
| 10:16/10:25am | BREAK | | | | |
| 10:26/11:30am | Warehouse: Cleaning of office equipment; vacuum of floors, delivery area, dining room and bathrooms. Cleaning of patio. | | | | |
| 11:31/12:15pm | Clean external area of maintenance shop (floor, door, window). | Clean the security booth (floor, windows, equipment). | Clean external area of maintenance shop (floor, door, window). | Clean the security booth (floor, windows, equipment). | Clean the interior of the maintenance shop (floor, equipment, window). |
| 12:16/12:59pm | 2nd floor Computing staff office: Cleaning of office and shop (floor, doors, equipment and windows); clean rails and stairs. | | | | |
| 13:00/14:00pm | Cleaning of server room (1st floor).** | | | | |
| 13:00/14:00pm | LUNCH | | | | |
| 14:01/14:45pm | Cleaning of 2 external benches, garden, dry leaves, birds waste, and collect undergrowth. | | | | |
| 14:46/16:00pm | Wash 4 shower curtains | Wash 2 official vehicles | Wash 2 official vehicles | Wash 2 official vehicles | Wash 4 shower curtains |
| 16:01/16:45pm | Warehouse: clean shelves at loft. | Warehouse: clean shelves at loft. | Warehouse: clean shelves at loft. | Warehouse: clean shelves at loft. | Warehouse: clean shelves at loft. |
| 16:46/17:00pm | Collect and dispose trash | Collect and dispose trash | Collect and dispose trash | Collect and dispose trash | Collect and dispose trash |
| 17:01pm | DEPARTURE | DEPARTURE | DEPARTURE | DEPARTURE | DEPARTURE |
| OTHER DUTIES TO BE PERFORMED | | | | | |
| Collect garbage from the maneuvering yard. Avoid accumulation. | | | | | |
| Cleaning of spots on the wall, columns and baseboards (internal and external). | | | | | |
| Replace the water containers of offices and dining rooms. | | | | | |
| Recharge deodorizers after 15 days after of main recharge. | | | | | |
| Verify availability of toilet paper and towel paper on each dispenser and replace it. | | | | | |

** When this office is closed, should use the scheduled time to clean other area missing or perform other duties listed.

CLEANING MATERIALS LIST

| Description | Unit of Measurement | Qty | Frequency |
|---|---------------------|-----|-----------|
| Microfiber cleaning cloth | unit | 2 | monthly |
| Absorbent cleaning cloths wypall x 25 units | box | 4 | annual |
| Industrial cloth | kilo | 1 | monthly |
| Plastic spray bottles (to spray mixed products) | unit | 4 | annual |
| Wax for wood, anti dust formula | unit | 6 | annual |
| Wax for metallic plates (type "braso") | unit | 2 | annual |
| Floor wax in paste, neutral color (4 liters) | gallon | 1 | annual |
| Rug cleaner, concentrated formula (4 liters) | gallon | 1 | annual |
| Ditergent powder | kilo | 1 | monthly |
| Glass cleanser | bottle | 4 | annual |
| Multipurpose cleanser with fragrance, to clean dining room floor | gallon | 2 | annual |
| Disinfectant Apple fragrance, to clean bathrooms floor | gallon | 2 | annual |
| Roll of Towel paper f/dispenser, soft and resistant (see type of dispenser during site visit) | unit | 18 | monthly |
| Roll of Toilet paper f/dispenser (IMPORTANT: see type of dispenser in site visit) | unit | 10 | monthly |
| Air freshner 240ml for dispenser (various fragrances including some cans of Anti Tobacco) | can | 6 | monthly |
| Freshner type "toque" with dispenser for bathrooms | unit | 10 | monthly |
| Anti Tobacco in spray, 360 ml. | can | 2 | monthly |
| Antibacterial foam for sink, box of 800 ml. Each | unit | 2 | monthly |
| Gel alcohol, box of 1000 ml. each | unit | 6 | annual |
| Golden pack of non abrasive sponge type of wire to clean shower tiles (pack of 3) | pack | 2 | annual |
| Cleaning gloves, size 9-10 (chemical resistant) | pairs | 6 | annual |
| Liquid dish cleanser, bottle of 300ml. | bottle | 2 | monthly |
| Padded sponge for dishes | unit | 2 | monthly |
| Pail and plush mop with stick for floor cleaning | unit | 2 | annual |
| Broom, plastic handle, plastic brush (resistant and durable) | unit | 1 | annual |
| Retractable dustpan (save space, prevents spills) | unit | 1 | annual |

| | | | |
|--|--------|-----|---------|
| Garbage bags of 240 Lts. | unit | 100 | monthly |
| Garbage bags of 140 Lts. | unit | 100 | monthly |
| Garbage bags of 35 Lts. | unit | 100 | monthly |
| Garbage bags of 25 Lts. | unit | 100 | monthly |
| Liquid deodorizer to recharge twice a month device at toilets and urinaries = 16 | unit | 16 | monthly |
| Unclogging Professional (liquid similar to Tekno Dukto) | liter | 4 | monthly |
| Drano strong formula for severe cloggings | gallon | 1 | monthly |
| Layette for urinaries that contains a higienic block (blue color) | unit | 20 | annual |
| Higienic blue (blocks for urinals) | unit | 5 | monthly |
| Flying insect killer in spray (powerful) | can | 4 | annual |
| Liquid disinfectant f/toilet "Advance Power" type Pato (for stains, germes) | bottle | 2 | monthly |
| Bleach to clean and disinfect | gallon | 1 | monthly |
| Car cloth to dry cars, quick drying (does not leave lint residue) type Sonax | bolsa | 4 | annual |
| Brush to wash car tires, circular | unit | 1 | annual |
| Automotive cleaning sponge | unit | 4 | annual |
| Car interior carpet cleaner in spray, 500ml. | unit | 2 | annual |
| Vehicle Silicon Cleanser in spray type Kit | can | 4 | annual |
| Liquid Alcohol 70º, liter | bottle | 2 | monthly |
| Cleanser and disinfectant for furniture in spray easy dry type Oust | bottle | 3 | monthly |
| **Deodorizer device in "comodato" (currently in loan with Daryza) | unit | 16 | annual |

Proposed service shall meet or exceed the salient characteristics described in the SOW.

SHIPPING INSTRUCTIONS

Shipping instructions for local vendors

Value added tax (VAT) shall be quoted separately. Delivery shall take place in the INL Section Warehouse Av. Elmer Faucett cdra 40S / N, Base FAP - Callao.

PAYMENT TERMS - Electronic payments net 30 days upon satisfactory receipt of goods and services and accurate invoice. Proposed equipment shall be delivered 30 days after receive of USG order and it shall have warranty in Peru, it shall be described in the vendor's proposal.

BILLING INSTRUCTIONS - Invoices should be properly identified with Embassy's delivery Order number, supported by any prepaid shipping. Invoices should be sent electronically to the following billing address:LimaBilling@state.gov Cc: LimaINLFinance@state.gov

Caution Notice: If/when vendor fails to follow the shipping instructions and guidance, any additional expenses incurred by the USG due to that mistake will have to be paid by the Vendor (e.g. to be deducted from the Invoice, etc.).If you have any problem in complying with the instructions indicated hereon, please do not hesitate to contact us at Maria Eugenia del Solar; e-mail: delsolarne@state.gov

Your cooperation will be greatly appreciated in complying with the instructions hereby indicated.
Thank you!

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS
CONTRACTING ACTIVITIES**

(Current thru FAC 2020-7 and FAC 2020-8, effective 08/13/2020)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [Acquisition.gov](https://acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: <https://acquisition.gov/dosar>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system) | JAN 2011 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |

| | | |
|-----------|---|----------|
| 52.212-4 | Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour) | OCT 2018 |
| 52.225-19 | Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only) | MAY 2020 |
| 52.227-19 | Commercial Computer Software License (if order is for software) | DEC 2007 |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance) | JUL 2014 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance) | APR 1984 |
| 52.246-26 | REPORTING NON CONFORMING ITEMS | JUN 2020 |

The following clause is provided in full text:

52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS
(AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-3.

___ (12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

__ (13) [Reserved]

__ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) of 52.219-6 (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17)

(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JUN 2020) of 52.219-9.

__ (18)

(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

__ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

__ (22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

__ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

__ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

__ (30)

(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

___ (31)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (JUL 2014) of 52.222-35.

___ (32)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JUL 2014) of 52.222-36.

___ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)

(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (37)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008)
(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40)

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of 52.223-13.

___ (41)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

___ (43)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223-16.

___X___ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

___ (47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (MAY 2014) of 52.225-3.

___ (iii) Alternate II (MAY 2014) of 52.225-3.

___ (iv) Alternate III (MAY 2014) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___X___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

___X___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

___ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the

Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered

Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology,

interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award

Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, *X* will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, *X* does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has

responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and
explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)

CLAUSES

| NUMBER | TITLE | DATE |
|---------------|--|-------------|
| 652.225-71 | Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold) | AUG 1999 |
| 652.229-70 | Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post) | JUL 1988 |
| 652.229-71 | Personal Property Disposition at Posts Abroad | AUG 1999 |

| | | |
|------------|---|----------|
| 652.237-72 | Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility) | FEB 2015 |
| 652.239-71 | Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department) | SEP 2007 |
| 652.242-70 | Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____" | AUG 1999 |
| 652.242-73 | Authorization and Performance | AUG 1999 |
| 652.243-70 | Notices | AUG 1999 |
| 652.247-71 | Shipping Instruction | FEB 2015 |

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at:
<http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

SECTION 4 - EVALUATION FACTORS

Evaluation factors

- ☐ Award will be made to the lowest priced, acceptable, responsible offeror.
- ☐ The Government reserves the right to reject proposals that are unreasonably low or high in price.
- ☐ The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Amount - Continuation of SF-1449, block 24", and arriving at a grand total, including all taxes where applicable.
- ☐ The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.
- ☐ The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - ☐ Adequate financial resources or the ability to obtain them;

- ☐ Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- ☐ Satisfactory record of integrity and business ethics;
- ☐ Necessary organization, experience, and skills or the ability to obtain them;
- ☐ Necessary equipment and facilities or the ability to obtain them; and
- ☐ Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to quote for this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to provide the items solicited;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have no adverse criminal record; and
- (8) Have no political or business affiliation which could be considered contrary to the interests of the United States.